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ON INTERNATIONAL TRADE LAW

# CASE LAW ON UNCITRAL TEXTS
# (CLOUT)

## UNCITRAL index of the United Nations Convention on Contracts for the International Sale of Goods

1. This document contains the updated consolidated index to the Sales Convention and covers all CISG cases having appeared in documents A/CN.9/SER.C/ABSTRACTS/1 to 12. It supersedes document A/CN.9/SER.C/Index/2, dated 19 September 1995, which covered CISG cases set out in documents A/CN.9/SER.C/ABSTRACTS/1 to 7. The index is based on the thesaurus (document A/CN.9/SER.C/INDEX/1) and lists cases under the pertinent provision of the Sales Convention and the sub-issue with which each particular case deals.

2. Court decisions are listed alphabetically by country with an indication of the year of the decision and the CLOUT number of the case. Arbitral awards are identified as such and are listed by year of issue with an indication of the case number. Further consolidated indices will be published periodically as subsequent revisions to this document.

3. Under each sub-issue listed below, bold entries signify new cases contained in documents A/CN.9/SER.C/ABSTRACTS/8 to 12.

4. It should be noted that all CLOUT documents are available on the website of the UNCITRAL secretariat on the Internet (http://www.un.or.at/uncitral).

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V.97-24224

**1B1 Parties in different Contracting States (art. 1(1)(a))**

| | | |
|---|---|---|
| Arbitral award | 1992 | 26 |
| Argentina | 1991 | 21 |
| **Austria** | **1994** | **106** |
| **Denmark** | **1996** | **162** |
| France | 1993 | 25 |
| **Germany** | **1993** | **161** |
| | **1994** | **121, 122** |
| | **1995** | **131, 135, 136, 165, 167** |
| **Hungary** | **1996** | **126, 143** |
| Switzerland | 1993 | 97 |
| **U.S.A.** | 1994 | 85 |
| | **1995** | **138** |

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| | | |
|---|---|---|
| **Arbitral award** | **1993** | **103, 104** |
| | 1994 | 92-94 |
| | **1996** | **166** |
| **France** | **1992** | **158** |
| | **1995** | **152** |
| **Germany** | 1989 | 3, 4, 46 |
| | 1990 | 5, 7 |
| | 1991 | 1, 2, 6 |
| | 1993 | 48 |
| | **1994** | **120, 122** |
| | **1995** | **125** |
| Italy | 1993 | 54 |
| Netherlands | 1991 | 98 |
| | 1993 | 99-100 |
| Switzerland | 1991 | 55 |
| | 1992 | 56, 95 |

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| | | |
|---|---|---|
| **Germany** | **1994** | **122** |
| Switzerland | 1992 | 95 |
| | 1993 | 97 |

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| | | |
|---|---|---|
| **Austria** | **1994** | **105** |
| **France** | **1993** | **157** |

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| | | |
|---|---|---|
| **Austria** | **1994** | **105** |
| **Hungary** | **1996** | **126** |

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| | | |
|---|---|---|
| Italy | 1993 | 54 |

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| | | |
|---|---|---|
| Arbitral award | 1994 | 92 |
| **Germany** | **1995** | **125** |
| | **1996** | **168** |

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| | | |
|---|---|---|
| **France** | **1995** | **154** |
| **Germany** | **1996** | **168** |

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| | | |
|---|---|---|
| Arbitral award | 1994 | 94 |
| **Germany** | **1995** | **133** |
| Switzerland | 1993 | 97 |

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| | | |
|---|---|---|
| Argentina | 1991 | 21 |
| **Germany** | 1993 | 49 |
| | **1996** | **169** |
| **Hungary** | **1995** | **164** |

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| | | |
|---|---|---|
| **Arbitral award** | **1993** | **104** |

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| | | |
|---|---|---|
| **France** | **1995** | **154** |

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| | | |
|---|---|---|
| **Austria** | **1994** | **106** |
| **Germany** | 1990 | 5 |
| | **1995** | **136** |

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| | | |
|---|---|---|
| U.S.A. | 1992 | 23 |
| | 1993 | 24 |

**8C4 Conduct subsequent to agreement**

| | | |
|---|---|---|
| **Austria** | **1994** | **106** |

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| | | |
|---|---|---|
| Hungary | 1992 | 52 |
| Switzerland | 1992 | 95 |

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| | | |
|---|---|---|
| Argentina | 1991 | 21 |

**11A Writing or other formality for conclusion of contract**

| | | |
|---|---|---|
| **Germany** | **1995** | **134** |
| **U.S.A.** | **1996** | **137** |

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| | | |
|---|---|---|
| **Germany** | **1995** | **131, 134** |

**14A12 Determination of quantity and price (see art. 55)**

| | | |
|---|---|---|
| **Arbitral award** | **1995** | **139** |
| **Austria** | **1994** | **106** |
| **Germany** | **1994** | **121** |
| Hungary | 1992 | 53 |

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| | | |
|---|---|---|
| Arbitral award | 1994 | 94 |

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| | | |
|---|---|---|
| **Germany** | **1995** | **135** |

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| | | |
|---|---|---|
| **Germany** | **1994** | **120** |
| U.S.A. | 1992 | 23 |

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| | | |
|---|---|---|
| **France** | **1995** | **155** |
| **Germany** | **1994** | **121** |
| | **1995** | **135** |

**19C1 Modifications considered material listed in art. 19(3)**

| | | |
|---|---|---|
| **Germany** | **1995** | **135** |
| U.S.A. | 1992 | 23 |

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| | | |
|---|---|---|
| **France** | **1992** | **158** |
| Germany | 1990 | 5 |

**25B Definition: Substantial deprivation of expectation, etc.**

| | | |
|---|---|---|
| **France** | **1995** | **154** |
| **Germany** | 1991 | 6 |
| | **1996** | **171** |

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| | | |
|---|---|---|
| **Arbitral award** | **1995** | **141** |
| **Germany** | 1991 | 2 |
| | **1995** | **133** |

**29A Parties may modify or terminate the contract by agreement**

| | | |
|---|---|---|
| **France** | **1995** | **153** |
| **Germany** | 1990 | 5 |
| | **1994** | **120** |

**29B1 Agreement barring oral modification may not apply**

| | | |
|---|---|---|
| U.S.A | 1994 | 86 |

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| | | |
|---|---|---|
| Arbitral award | 1994 | 94 |

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| | | |
|---|---|---|
| Italy | 1992 | 91 |
| **France** | **1995** | **153** |

**31B1 Goods to be placed at disposal at known place (art. 31(b))**

| | | |
|---|---|---|
| Germany | 1993 | 47 |

**31C Other cases**

| | | |
|---|---|---|
| **France** | **1995** | **153** |

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| | | |
|---|---|---|
| **Arbitral award** | **1993** | **103** |
| **Austria** | **1994** | **107** |
| **France** | **1996** | **150** |
| **Germany** | 1991 | 1 |
| | **1995** | **167, 170** |
| | **1996** | **168** |

**35B1 Fitness for purposes for goods of same description (art. 35(2)(a))**

| | | |
|---|---|---|
| **Germany** | 1991 | 50 |
| | 1994 | 84 |
| | **1995** | **123** |

**35B2 Fitness for particular purpose made known to seller (art. 35(2)(b))**

| | | |
|---|---|---|
| **Germany** | 1994 | 82 |
| | **1995** | **123** |

**35B3 Quality of goods held out as sample or model (art. 35(2)(c))**

| | | |
|---|---|---|
| **Germany** | **1995** | **131** |

**35C1 Buyer's knowledge of non-conformity at time of contracting**

| | | |
|---|---|---|
| **Germany** | **1996** | **168** |

**36A Conformity determined as of time when risk passes to buyer**

| | | |
|---|---|---|
| **Arbitral award** | **1993** | **103** |
| Germany | 1991 | 1 |
| Switzerland | 1992 | 56 |

**37C Buyer may recover damages (see arts. 74 to 77)**

| | | |
|---|---|---|
| **Arbitral award** | **1995** | **141** |

**38A Buyer's obligation to examine goods**

| | | |
|---|---|---|
| **Germany** | **1994** | **120** |
| | **1995** | **170** |

**38A1 As soon as practicable in the circumstances (art. 38(1))**

| | | |
|---|---|---|
| Arbitral award | 1989 | 45 |
| **Germany** | 1989 | 4 |
| | 1993 | 48 |
| | 1994 | 81 |
| | **1995** | **167** |
| Netherlands | 1991 | 98 |
| Switzerland | 1992 | 56 |
| | 1993 | 97 |

**39A Buyer must notify seller within reasonable time (art. 39(1)) [lack of conformity]**

| | | |
|---|---|---|
| Arbitral Award | 1989 | 45 |
| **Germany** | 1993 | 48 |
| | **1994** | 81, 82, **120** |
| | **1995** | **123, 131, 167, 170** |
| **Hungary** | **1995** | **164** |
| Netherlands | 1991 | 98 |
| Switzerland | 1991 | 56 |
| | 1993 | 97 |

**40A Seller fails to disclose known non-conformity**

| | | |
|---|---|---|
| Arbitral award | 1989 | 45 |

**40B Sanction: seller loses right to rely on articles 38 and 39**

| | | |
|---|---|---|
| **Germany** | **1995** | **170** |
| | **1996** | **168** |
| Netherlands | 1991 | 98 |

**45A Summary of buyer's remedies for breach by seller (art. 45(1))**

| | | |
|---|---|---|
| **Germany** | 1991 | 50-51 |
| | 1993 | 48-49 |
| | 1994 | 82-83 |
| | **1995** | **133, 167, 170** |
| | **1996** | **168** |

**45B Remedies under articles 46-52 do not bar damages (art. 45(2))**

| | | |
|---|---|---|
| **Arbitral Award** | **1996** | **166** |
| **Germany** | **1995** | **133** |

**46C Right to require repair of non-conforming goods (art. 46(3))**

| | | |
|---|---|---|
| **Germany** | **1995** | **125** |

**47A Buyer's right to fix additional period for performance**

| | | |
|---|---|---|
| **Germany** | 1990 | 7 |
| | **1994** | **120** |
| | **1995** | **136** |

**48A1 Examples: delivery, repair, providing substitute goods**

| | | |
|---|---|---|
| **Germany** | **1995** | **125** |

**49A1 Fundamental breach of contract (art. 49(1)(a))**

| | | |
|---|---|---|
| **Austria** | **1994** | **107** |
| **France** | **1995** | **152** |
| **Germany** | 1989 | 4 |
| | 1991 | 2, 6, 50 |
| | **1994** | 79, **120** |
| | **1995** | **123, 133, 165** |
| | **1996** | **171** |
| **Hungary** | **1995** | **164** |
| Italy | 1989 | 90 |

**49A2 Seller does not deliver or refuses to deliver**

| | | |
|---|---|---|
| **Germany** | 1990 | 7 |
| | **1995** | **124, 136** |
| | **1996** | **171** |

**49B1 Failure to avoid within periods specified in art. 49(2)(a)&(b)**

| | | |
|---|---|---|
| **Germany** | 1994 | 83 |
| | **1995** | **124, 165** |

**50A Buyer's right to reduce price for non-conforming goods (see art. 35)**

| | | |
|---|---|---|
| Germany | 1989 | 46 |
| | 1993 | 48 |
| | 1994 | 83-84 |

**51A Delivery or conformity of only part of goods**

| | | |
|---|---|---|
| Germany | 1991 | 50 |
| | 1993 | 48 |

**52A Early delivery: buyer may either take or refuse delivery**

| | | |
|---|---|---|
| **Arbitral award** | **1995** | **141** |

**53A Obligation to pay price of goods (see arts. 54-59)**

| | | |
|---|---|---|
| Arbitral award | 1992 | 26 |
| | 1994 | 93 |
| Germany | 1989 | 46 |
| | 1990 | 5 |
| | **1995** | **132, 134** |
| | **1996** | **169** |
| Hungary | 1992 | 52 |

**54A Obligation to pay includes enabling steps**

| | | |
|---|---|---|
| **Arbitral award** | **1995** | **142** |

**54A2 Failure to take such steps may invoke remedies (arts. 61-65)**

| | | |
|---|---|---|
| **Arbitral award** | **1993** | **104** |

**55A31 Implied agreement on price generally charged for such goods**

| | | |
|---|---|---|
| **Arbitral award** | **1995** | **139** |
| **Austria** | **1994** | **106** |

**57A In absence of agreement, payment at seller's place of business (art. 57(1)(a))**

| | | |
|---|---|---|
| Arbitral award | 1992 | 26 |
| **Austria** | **1994** | **106** |
| **Denmark** | **1996** | **162** |
| **France** | **1993** | 25, **156** |
| | **1995** | **153** |
| Germany | 1993 | 49 |
| | 1994 | 80 |

**58A Buyer to pay when goods placed at buyer's disposition (art. 58(1))**

| | | |
|---|---|---|
| **Germany** | 1989 | 46 |
| | 1994 | 80 |
| | **1996** | **171** |

**59A Payment due at time fixed or determinable by contract or Convention**

| | | |
|---|---|---|
| **Germany** | **1995** | **135** |

**61A Summary of seller's remedies (cf. similar summary art. 45)**

| | | |
|---|---|---|
| **Arbitral award** | **1996** | **166** |

**61A1 Exercise rights provided in arts. 62 to 65**

| | | |
|---|---|---|
| **Arbitral award** | **1993** | **104** |
| | 1994 | 93 |

**61A2 Claim damages as provided in arts. 74 to 77**

| | | |
|---|---|---|
| **Arbitral Award** | **1996** | **166** |
| **Germany** | 1993 | 47 |
| | **1995** | **133** |
| | **1996** | **169** |

**61B Seller may claim damages in addition to other remedies (art. 61(2))**

| | | |
|---|---|---|
| **Arbitral award** | **1993** | **104** |

**62A Seller may compel performance of any of buyer's obligations:**

| | | |
|---|---|---|
| **Arbitral award** | **1993** | **104** |
| **Germany** | **1995** | **134, 135** |

**63A Additional final period for buyer's performance (art. 63(1))**

| | | |
|---|---|---|
| **Arbitral Award** | **1993** | **104** |
| | **1996** | **166** |
| Germany | 1993 | 47 |

**64A1 Fundamental breach of contract (art. 64(1)(a))**

| | | |
|---|---|---|
| **France** | **1995** | **154** |

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**1995 124**

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Germany 1991 51

**73B12 Fundamental breach with respect to future installments**
**France 1995 154**

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**1995 140**
**1996 166**
**Germany** 1989 4
1990 7
1991 50-51
1993 47-49
**1994 130**
**1995 132, 133, 167**
**1996 166, 169**
**U.S.A.** 1994 85
**1995 138**

**75A Substitute transaction after avoidance**

| | | |
|---|---|---|
| U.S.A. | 1994 | 85 |
| | **1995** | **138** |

**75C1 Difference between contract price and price in substitute transaction**

| | | |
|---|---|---|
| Arbitral award | **1989** | **102** |
| Germany | 1994 | 130 |

**77A Obligation to take reasonable measures to mitigate damages**

| | | |
|---|---|---|
| Arbitral award | **1993** | **104** |
| Germany | 1994 | 130 |
| U.S.A. | 1994 | 85 |
| | **1995** | **138** |

**78A Interest on delay in receiving price or any other sum in arrears**

| | | |
|---|---|---|
| Arbitral award | 1992 | 26 |
| | **1993** | **103, 104** |
| France | 1995 | 153 |
| Germany | 1990 | 5-7 |
| | 1991 | 1, 6 |
| | 1994 | 79, 81-83 |
| | **1995** | **132** |
| Netherlands | 1993 | 99 |
| Switzerland | 1991 | 55 |
| U.S.A. | 1994 | 85 |
| | **1995** | **138** |

**78B Rate of interest**

| | | |
|---|---|---|
| Arbitral award | 1992 | 26 |
| | **1993** | **103, 104** |
| | 1994 | 93-94 |
| France | **1995** | **152** |
| Germany | 1990 | 5, 7 |
| | 1991 | 1, 6 |
| | 1994 | 79, 81-83 |
| | **1995** | **132** |
| Italy | 1989 | 90 |
| Netherlands | 1993 | 100 |
| Switzerland | 1992 | 95 |
| | 1993 | 97 |
| U.S.A. | 1994 | 85 |

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| | | |
|---|---|---|
| **Arbitral award** | **1996** | **166** |
| Italy | 1993 | 54 |

**79B Impediments excusing party**

| | | |
|---|---|---|
| **Arbitral award** | **1989** | **102** |
| | **1993** | **104** |
| | **1995** | **140, 142** |

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| | | |
|---|---|---|
| **Germany** | **1995** | **136** |

**82A1 Inability to return goods in same condition (art. 82(1))**

| | | |
|---|---|---|
| Germany | 1994 | 82 |

**84A Seller bound to refund price must pay interest (art. 84(1))**

| | | |
|---|---|---|
| **Arbitral award** | **1993** | **103** |
| **Germany** | **1995** | **133, 136** |
| Italy | 1989 | 90 |

**84B Buyer must account to seller for benefits from goods (art. 84(2))**

| | | |
|---|---|---|
| **Germany** | **1995** | **165** |

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| | | |
|---|---|---|
| **Arbitral award** | **1993** | **104** |

**86D Buyer's obligation to preserve goods**

| | | |
|---|---|---|
| **Arbitral award** | **1993** | **104** |

**86E Other Problems**

| | | |
|---|---|---|
| **France** | **1995** | **155** |

**87A Preservation of goods (arts. 85 & 86) by deposit in warehouse**

| | | |
|---|---|---|
| **Arbitral award** | **1993** | **104** |
| Switzerland | 1994 | 96 |

**88B Duty to sell (art. 88(2))**

| | | |
|---|---|---|
| **Arbitral award** | **1993** | **104** |

**92A Declarations not to be bound by Part II (Formation of Contracts, arts. 14-24) or Part III (Sale of Goods, arts. 25-88)**

| | | |
|---|---|---|
| **Germany** | **1995** | **134** |
| **Hungary** | **1996** | **143** |

**99B Denunciation of 1964 Hague Conventions on Sale (ULF & ULIS) (articles 99(3),(4),(5)&(6))**

| | | |
|---|---|---|
| Italy | 1988 | 8 |

**100A1 Applicability based on date of proposal or offer (art. 100(1))**

| | | |
|---|---|---|
| Argentina | 1991 | 22 |
| Italy | 1988 | 8 |
| Netherlands | 1993 | 99 |
| Switzerland | 1992 | 95 |

**100B1 Applicability based on date of contract (art. 100(2))**

| | | |
|---|---|---|
| **Arbitral award** | **1989** | **102** |
| **Hungary** | **1996** | **143** |

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